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4-1-1973

## New York pharmacies and Drug and Hospital Union, AFL-CIO, Local 1199 (1973)

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## **New York pharmacies and Drug and Hospital Union, AFL-CIO, Local 1199 (1973)**

### **Location**

New York, NY

### **Effective Date**

4-1-1973

### **Expiration Date**

9-30-1975

### **Employer**

Empire City Pharmaceutical Society, Inc.; National Independent Pharmacists, Inc.

### **Union**

Drug and Hospital Union

### **Union Local**

1199

### **NAICS**

44

### **Sector**

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# AGREEMENT

*between*

Local 1199

Drug and Hospital Union

AFL-CIO

*and*

*and*

Its Members

\_\_\_\_\_  
*Print name of partnership, corporation or individual owner*

D/B/A \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# AGREEMENT

*between*

Local 1199

Drug and Hospital Union

AFL-CIO

*and*

Empire City Pharmaceutical Society, Inc. *10/2*

National Independent Pharmacists, Inc.

April 1, 1973

*to*

September 30, 1975



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AGREEMENT made as of the 1st day of April, 1973, by and between LOCAL 1199 DRUG AND HOSPITAL UNION, AFL-CIO, with its offices at 310 West 43rd Street, Borough of Manhattan, City of New York, hereinafter referred to as "the Union", and

hereinafter referred to as "the Association", for and on behalf of all its members jointly and severally and such other Companies which may hereafter become members of the Association, hereinafter for convenience, collectively referred to as "the Employer" or "Employers".

#### WITNESSETH :

WHEREAS, the Association is composed of persons, firms and corporations engaged in the retail drug business; and

WHEREAS, the Union is a labor organization composed of employees employed in the retail drug business and in other types of establishments from time to time organized by the Union and has demonstrated to the Association that it represents a majority of the employees employed by its members; and

WHEREAS, the parties hereto desire to cooperate in establishing uniform conditions of employment which will tend to secure to the employees a living wage and eliminate unfair conditions of labor and to provide methods for a fair and peaceful adjustment of all disputes that may arise between the parties hereto or between the Employers and their employees;

NOW, THEREFORE, in consideration of the premises and the promises herein contained, the Union and the Association, each on his own behalf, agree as follows:

## ARTICLE 1

### Coverage

A. This agreement shall be binding upon the Union, the Association and each of the members of the Association.

B. The Association will submit to the Union a complete list of its members simultaneously with the execution of this agreement, and undertakes and agrees to notify the Union in writing hereafter of the name and address of any new member within five (5) days of the date of joining the Association.

C. Any person, firm or corporation that becomes a member of the Association hereafter shall immediately and automatically be deemed covered and bound by this agreement.

D. The Association warrants that it is a condition of membership in the Association that the member authorizes the Association to act as its collective bargaining agent and that the collective bargaining agreement it has negotiated with the Union and executed is binding upon and applicable to all of its members, present or future, during the term of the agreement.

E. This agreement shall cover all establishments of members, now in existence or hereafter opened, or in which a member acquires an interest of fifty percent (50%) or more in an existing establishment within the City of New York, Nassau, Suffolk, Westchester and Rockland Counties, and the State of New Jersey, regardless of the name or whether such store or establishment is operated individually or as a partnership or as a corporation.

F. The Association hereby obligates each of its members



to live up to the terms and provisions of this agreement, and further warrants that it will exert its best efforts to see to it that each of its members complies with all provisions of this agreement, particularly those hereinafter contained requiring monthly contributions to the Local 1199 Benefit Fund and the Local 1199 Pension Fund; and the Union obligates itself for all of its members that it will live up to the provisions of this agreement.

G. The words, "Employer" or "Employers", as and whenever used in this agreement, and the pronouns, "he" or "his", used in connection therewith, are intended to and apply to each Employer or member of the Association, whether an individual, copartnership or corporation.

The words, "employee" or "employees", as and whenever used in this agreement, and the pronouns, "he" or "his", used in connection therewith, are intended to apply to each employee covered by this agreement, whether male or female, full-time or part-time.

The term, "drug store", as and whenever used in this agreement, also includes and shall mean "pharmacy", and when applicable to another type of business shall mean "establishment".

The word "establishment" as used herein shall be interpreted to mean any retail business and shall not be limited to drug stores.

The word "members" herein shall mean each partner if the member is a copartnership or each officer that has a financial interest in the member if it is a corporation.

It is understood that the signature of the individual Employer affixed to this contract between the Union and the Association is referable to the information printed by the Employer below its signature and contained in Schedule "A".

## ARTICLE 2

### **Recognition**

The Association and each Employer hereby recognize the Union as the sole and exclusive representative of the employees of each of said Employers in respect to rates of pay, wages, hours and other conditions of employment.

## ARTICLE 3

### **Union Shop**

A. All present employees of each Employer who are members of the Union shall maintain their membership in good standing in the Union as a condition of continued employment.

B. All present employees who are not members of the Union shall become members of the Union thirty (30) days after the effective date of this agreement or after the execution of this agreement, whichever is later, and shall thereafter maintain their membership in good standing in the Union as a condition of continued employment.

C. All new employees who are hereafter hired shall become members of the Union thirty (30) days after the beginning of their employment and shall thereafter maintain their membership in good standing in the Union as a condition of continued employment.

## ARTICLE 4

### **Hiring**

A. Each Employer agrees that in the event he requires new or additional employees, he will hire such employees through the Employment Office of the Union.

In the event that the Union Employment Office is unable to supply employees satisfactory to the Employer within forty-eight (48) hours after a request therefor, the Employer shall be free to hire the employees needed in the open market. In such event the Employer shall promptly notify the Union of such hiring.

The Employment Office shall be operated by the Union on a nondiscriminatory basis and referrals by the Union Employment Office shall not be based on or in any way affected by the Union membership, by-laws, rules, regulations, constitution provisions or any other aspects or obligations of Union membership, policies or requirements. 270/4

Selection of applicants for referrals to jobs shall be on a nondiscriminatory basis as hereinabove set forth in conformance with the National Labor Relations Act as amended. In making such selection the Union Employment Office may, in view of the nature and special characteristics and requirements of the retail drug industry, give consideration to matters such as, but not limited to, competence, experience, reputation for good character, honesty and integrity, reliability and language requirements.

The Employer shall retain the right to reject without discrimination any job applicant referred by the Union Employment Office.

The parties hereto agree that each of them will post notices of the provisions relating to the functioning of the within hiring arrangements and safeguards relating thereto in places where Notices to employees and applicants for employment are customarily posted in their respective establishments.

A Joint Appeals Board shall be established, consisting of

a representative of the Union and a representative of the Association. Any employee or person, claiming to have been discriminated against in the operation of the hiring arrangement of this agreement, shall have the right to file a written complaint with such Board. Upon receiving any complaint the Board shall immediately investigate and ascertain the facts constituting such complaints and make a decision thereon which shall be final and binding upon all parties. Should the Joint Appeals Board fail or be unable to arrive at a decision on any complaint, they shall promptly refer the matter to arbitration before the Impartial Arbitrator whose decision shall be final and binding upon all parties.

B. In order to make possible the proper recruitment and training of sales clerks and cosmeticians, and to correct the ethnic imbalance presently existing in the employment of these categories, it is agreed that the steps already taken by the Union and the Association are hereby formalized and acknowledged in this agreement and the following provisions made to effectuate the program:

1. The Association and the Union hereby establish a Board of Examiners composed of two (2) representatives from the Employers and two (2) representatives from the Union. The Board shall now consist of Milton Sandberg and Leon Straus, representing the Employers and George Goodman and Philip Kamenkowitz representing the Union, and a mutually acceptable impartial person selected by the members of the Board. Their decisions shall be arrived at by majority vote. If any vacancy shall occur the then remaining Board member, from such side in which the vacancy occurs, shall appoint the replacement.

2. The Board of Examiners shall establish and supervise a Training Program in order to recruit, place on jobs and train sales clerks and cosmeticians.

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3. The Training Program will operate on a nondiscriminatory basis. However, it is agreed that until the imbalance relating to Negroes and Puerto Ricans is corrected, such factor shall be given due consideration in the selection of trainees.

4. In the event that the Union claims that an employer is not fulfilling his obligation to train future sales clerks or cosmeticians, the Union shall refer the matters to the Board of Examiners, whose decision shall be binding on the parties.

5. In the event that any time after the 30-day trial period has expired, the employer desires to discharge the trainee for inadequacy or incapacity of achieving the status of a qualified sales clerk or cosmetician and the matter is not resolved to his satisfaction with the Union, the employer may refer the matter to the Board of Examiners, whose decision shall be binding upon the parties.

6. Trainees must attend classroom training for prescribed hours per week and over a prescribed period of time. Employers are required to arrange a trainee's schedule of work so that he may be enabled to attend classes during the training period and at the same time work a full week.

7. This program shall become operative outside the City of New York only at such time as classroom training as set forth in SUBPARAGRAPH 6 above or such other program of training as may be mutually agreed upon between the Union and the Associations is established and available to trainees in other Counties.

## ARTICLE 5

### Wage Increases

A. Each Employer hereby agrees to pay to each of his

employees in the categories hereinbelow set forth an increase in his weekly salary or wages on the effective dates indicated on the following page.

In the event that the parties hereto cannot agree on the wage increases applicable to any employees whose duties do not fall into any of the specific categories below listed, such dispute or disagreement shall be referred to the Impartial Arbitrator hereunder, for disposition.

CATEGORY	4/1/73	7/1/74
Supervising Pharmacists		C30
If employed by a widow or an estate wherein a widow is a beneficiary operating one store	✓ \$23.00	1 \$23.00
All other Supervising Pharmacists		
Pharmacist Manager		
Pharmacist Assistant Manager	23.00	23.00
Registered Pharmacists:		
a) with 1 year experience	22.00	22.00
b) with less than 1 year experience but more than 6 months experience	21.00	21.00
c) with less than 6 months experience	21.00	21.00
Premium Pay:		
Pharmacists who work part-time shall receive on any day they work less than 8 hours (per hr.)	.57	.57
Non-Pharmacist Managers		
Non-Pharmacist Assistant-Managers	22.00	22.00

Drug & Cigar Sales Clerk & Aides  
to RXmen working in Prescription  
Depts.:

Apprentice & Trainee with no prior experience	8.00	8.00
After 4 months experience	9.00	9.00
After 8 months experience	9.00	9.00
After 12 months experience	10.00	10.00
After 16 months experience	10.00	10.00
After 20 months experience	11.00	11.00
After 24 months experience	12.00	12.00
After 5 years experience	13.00	13.00

Pharmacy College Graduates	13.00	13.00
Bookkeepers	13.00	13.00

Cosmeticians:

Trainees with no prior experience	8.00	8.00
After 3 months experience	9.00	9.00
After 6 months experience	9.00	9.00
After 9 months experience	10.00	10.00
After 1 year but less than 2 years experience	11.00	11.00
After 2 years but less than 5 years experience	11.00	11.00
After 5 years experience	12.00	12.00

Sodamen, Sodawomen & Fountain Delivery Men	7.00	7.00
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Non-Tip Earning Food Workers, Head Sodamen, Cashiers & Non-Fountain Porters	10.00	10.00
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Waitresses (per hr.)	.13	.13
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Fountain Porters, Dishwashers & Pantrymen	10.00	10.00
Stockmen:		
Who spend a major part of their work in a large volume store	10.00	10.00
With 2 years experience	10.00	10.00
Drivers	10.00	10.00
Check-Out Clerks:		
Hiring rate	9.00	9.00
3 months experience	10.00	10.00
Deliverymen (Non-Fountain)		
Who perform no other duties ex- cept deliveries (per hr.)	.20	.20

B. The following issues shall be resolved on a store-by-store basis and failing agreement may be submitted to arbitration in the manner hereinafter provided:

1. Wage increases and minimums applicable to employees whose duties do not fall into any specific categories.
2. Tip sharing by concessionaires.
3. Commission formula to be observed in distribution to employees in self-service stores.

C. Effective April 1, 1973 and July 1, 1974, the hourly rates for all part-time employees in each category, other than pharmacists who work less than eight (8) hours on any day, shall be increased on each of the aforesaid dates by an amount determined by dividing the weekly salary or wage increase for the category by the forty (40) hours work-week.



The hourly rate for part-time pharmacists shall be increased by the aforementioned formula, except that on each day they work less than eight (8) hours their rate shall be additionally increased by the amount of the premium pay established at that time.

Part-time employees are guaranteed a minimum of four (4) hours work per day.

D. Anything in this Agreement to the contrary notwithstanding, in any case where the Union claims that a cashier performs services which are in part substantially those of a drug clerk, cigar sales clerk or cosmetician, the Union and the Association shall consider such claim with the view of determining what the weekly salary or wage of such cashier should be. Should the Union and the Association fail or be unable to arrive at agreement with respect to such cashier's weekly salary or wage, the matter shall be submitted to arbitration in accordance with the terms and provisions of this Agreement.

E. In the event that the April, 1974 cost-of-living in accordance with the Bureau of Labor Statistics Consumer Price Index for New York City rises in excess of six (6%) percent above the C.P.I. for April, 1973, then and in that event the employees covered by this Agreement shall receive as of April 1, 1974, an automatic wage increase equal to the percentage rise in excess of six (6%) percent. 03

In the event that the April, 1975 cost-of-living in accordance with the Bureau of Labor Statistics Consumer Price Index for New York City rises in excess of six (6%) percent above the C.P.I. for April, 1974, then and in that event the employees covered by this Agreement shall receive as of April 1, 1975 an automatic wage increase equal to the percentage rise in excess of six (6%) percent.

In either event should there be occasion for cost-of-living increase the said increase shall be based upon the employees wage in effect on the March 31 immediately preceding the effective date of the cost-of-living increase.

**ARTICLE 6**  
**Minimum Wages**

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A. The following minimum salary wage is hereby established for the categories hereinbelow listed, and each Employer agrees to pay in each of the stated periods not less than such minimum salary or wages for a forty-hour five-day work-week:

CATEGORY	4/1/73	7/1/74
<b>1. Supervising Pharmacists</b>		
If employed by a widow or an estate wherein a widow is a beneficiary operating one store .....	\$324.00	\$347.00
All other Supervising Pharmacists	331.00	354.00
<b>2. Registered Pharmacists</b>		
with one year or more experience as a Registered Pharmacist in a drug store .....	310.00	332.00
<b>Registered Pharmacists</b>		
with less than 1 year experience as a Registered Pharmacist in a drug store .....	303.00	324.00
<b>Registered Pharmacists</b>		
with less than 6 months experience as a Registered Pharmacist in a drug store .....	296.00	317.00

### **Premium Pay**

Pharmacists who work part-time shall receive on any day they work less than 8 hours .....

8.12	8.69
(per hr.)	(per hr.)

#### **3. Drug & Cigar Sales Clerk**

Apprentices and Trainees with no prior experience .....	120.00	128.00
After 4 months experience .....	127.00	136.00
After 8 months experience .....	132.00	141.00
After 12 months experience .....	138.00	148.00
After 16 months experience .....	145.00	155.00
After 20 months experience .....	154.00	165.00
After 24 months experience .....	167.00	179.00
After 5 years experience .....	191.00	204.00

#### **4. Pharmacy College Graduates ....**

191.00	204.00
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#### **5. Cosmeticians**

Trainees with no prior experience	120.00	128.00
After 3 months experience .....	127.00	136.00
After 6 months experience .....	132.00	141.00
After 9 months experience .....	141.00	151.00
After 1 year experience but less than 2 years .....	151.00	162.00
2 years experience but less than 5 years .....	154.00	165.00
5 years experience .....	174.00	186.00

#### **6. Sodamen & Sodawomen .....**

106.00	113.00
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#### **7. Cashiers & Non-Fountain Porters**

141.00	151.00
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#### **8. Fountain Porters, Pantrymen and Dishwashers .....**

137.00	147.00
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9. Waitresses .....	(per hr.)	1.88	2.01
10. Stockmen who spend a major part of their time doing stock work in a large volume store .....		144.00	154.00
With 2 years experience .....		148.00	158.00
11. Drivers .....		146.00	156.00
12. Check-Out Clerks Hiring rate ....		135.00	144.00
With 3 mos. experience .....		141.00	151.00
13. Deliverymen (non-fountain) who perform no other duties except deliveries .....	(per hr.)	2.80	3.00
If deliverymen perform other duties their wages and minimum rates are to be adjusted in accordance with the provisions of this agreement			

A trainee is a drug or sales clerk with less than two (2) years' experience in a drug store.

An apprentice is a student in a college of pharmacy with less than two (2) years' experience in a drug store. For the purpose of computing experience, an apprentice shall be credited with a forty (40) hour week for every twenty (20) hours of work.

The minimum weekly salary or wage for employees working in categories not herein specifically listed or provided for shall, as of April 1, 1973 and thereafter as of July 1, 1974, be negotiated in good faith by the Union and the Association. Should the Union and the Association fail or be unable to arrive at agreement with respect to such mini-

minimum weekly salary or wage for said employees, the matter shall be submitted to arbitration in accordance with the terms and provisions of this agreement and the award of the Impartial Arbitrator shall be effective as of the dates fixed herein.

B. In each of the aforesaid periods, employees receiving salaries or wages less than the minimum provided for in PARAGRAPH A hereof, shall be increased to said minimum; employees receiving salaries or wages equal to or in excess of the minimum provided for in PARAGRAPH A hereof, shall continue to receive their weekly salary or wages without reduction.

C. The minimum hourly rates of part-time employees, other than pharmacists who work less than eight (8) hours on any day, shall for each category of the aforesaid periods, be prorated by dividing the minimum salary or wages fixed for the category by the forty (40) hour work-week.

The minimum hourly rates for part-time pharmacists working less than eight (8) hours on any day, shall be determined for that day by adding the appropriate premium rate to the hourly rate arrived at in the preceding formula.

D. Any new employees hired by the Employers during the term of this agreement shall be started at a salary or wage of not less than the minimum fixed for the category in which the employees shall be employed. The minimum salary or wage for any new employee hired to do work which is not included in any of the categories specifically enumerated in this agreement shall be the lowest salary or wage paid any of the employees doing similar or related work.

E. The Employer shall pay to his employees the commission on cosmetic merchandise which he receives from

the manufacturers or distributors of such merchandise. The commission shall be paid to such employees only on such cosmetic merchandise which the employees actually sell.

However, where the practice of any store has heretofore been to pay all commissions on the sale of cosmetic merchandise to an employee Cosmetician or Cosmeticians covered by the agreement, it shall be continued. In such event, commissions shall not be paid to other employees who may sell cosmetic merchandise.

Any complaint, grievance or dispute involving any question of cosmetic commissions or commission payments which the Union and the Employer fail or are unable to adjust shall be submitted to the Joint Committee to resolve the same. The Joint Committee shall be composed of three (3) representatives of the Association and three (3) representatives of the Union. Should the Joint Committee fail or be unable to resolve any such complaint, grievance or dispute, the matter shall be submitted to arbitration in accordance with the terms and provisions of this agreement.

It is specifically understood and agreed that any complaint, grievance or dispute involving any question of commissions or commission payments, other than cosmetic commissions and commission payments, shall, if unadjusted between the Union and the Employer, be submitted to arbitration in accordance with the terms and provisions of this agreement without first submitting the same to the Joint Committee.

F. Salaries or wages including overtime, if any, shall be paid at the end of each week. Commissions and/or bonuses, whenever earned and whenever payable, to which an employee may be entitled, shall not be deemed part of the

weekly salaries or wages but shall be paid to said employees in addition to their weekly salaries or wages. Neither salaries or wages nor commissions and/or fixed bonuses shall be reduced.

## ARTICLE 7

### Hours of Work

A. The work week for all employees shall be forty (40) hours per week, spread over five eight-hour days.

B. All work by an employee, including a part-time employee, over and above eight (8) hours in any day and forty (40) hours in any week and all work by an employee, including a part-time employee, on the sixth work day in any week, shall be deemed overtime and shall be paid for at time and one-half the regular rate of pay. No employee shall be required to work overtime except with the consent of the Union.

C. For the purpose of computing overtime pay, in any week, a holiday to which an employee is entitled shall be deemed the equivalent of eight (8) hours work performed.

D. Each employee shall receive not less than two (2) days off each week, such days off to include at least one (1) Sunday every two (2) weeks. Further, each employee, except sodamen, shall in addition receive not less than one (1) evening off every week. Sodamen shall work early or late shifts, the choice of shift to be on the basis of seniority.

The Employer agrees that it is desirable to provide employee with two (2) consecutive days off each week and that he will endeavor to carry out this principle to the extent practical and possible in his sole discretion, it being

understood that this particular provision shall not be subject to the arbitration machinery of this agreement. E14  
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E. Where an Employer employs only one Registered Pharmacist in a store which operates and is open for business on a full seven-day week basis, said employee may be required to work one full day during any one week, that is to say, for not more than thirteen (13) consecutive hours but in no event shall such employee be required to work in excess of forty (40) hours per week.

F. The hours of any registered pharmacist working a long day as hereinbefore set forth, in excess of eight (8) hours, shall be credited to such employee on a work day in such week.

G. The Employer shall adjust the work schedule of a Union Delegate, as necessary, to enable him to attend Union Delegate Assembly Meetings not to exceed 13 evenings a year. 59

H. Should any dispute with respect to unpaid overtime arise and should same be submitted to arbitration, the Impartial Arbitrator shall have the right to take into consideration whether or not the claimed overtime was authorized.

I. The Employers agree to prepare and post a schedule of working hours for each drug store and to supply a copy thereof to the Union within thirty (30) days from the date hereof. Said schedule shall be in accordance with the provisions of this agreement and in conformity with the New York State Labor Law. No permanent changes in said schedule shall be made without written notice to the Union. Except as herein otherwise provided, said schedule shall



provide for either early shifts or late shifts. Early shifts shall end not later than nine (9) hours from the time the store is opened and late shifts shall begin not earlier than nine (9) hours before closing.

All split shifts are hereby forbidden.

J. Any claim for unpaid overtime compensation to which an employee may be entitled under and by virtue of the terms and provisions of this agreement shall be deemed waived unless such claim is made within one year from the date when such unpaid overtime compensation became due and payable.

## ARTICLE 8

### **Soda Fountain Employees**

5/2 A. It is agreed that all employees working at the soda fountain, including waiters and waitresses, shall receive without cost to said employees, two (2) meals per day and breakfast, and part-time employees shall receive one (1) meal per day. Said employees shall have their choice of all ready dishes. The Employers agree to supply uniforms and aprons to the soda fountain employees and uniforms to the waiters or waitresses, all without cost to them, and further, not to make any charge to said employees for any purpose connected with the work or for breakage, unless breakage is maliciously done.

3/1 B. Should an emergency arise with respect to soda fountain coverage and the Union Employment Office, upon application, shall fail to furnish temporary emergency help for the soda fountain within three (3) hours after a request therefore, the Employer shall have the right to hire such temporary emergency help and retain same until the

Union Employment Office shall furnish the Employer with such help.

C. An employee hired for emergency relief shall be paid for not less than four (4) hours work.

## ARTICLE 9

### Vacations

A. All employees shall receive vacation with full pay between May 1st and September 30th each year as follows: If at or during the said vacation period an employee has been employed by the Employer and/or his predecessors six (6) months but less than one (1) year, one (1) week vacation; one (1) year but less than four (4) years, two (2) weeks vacation; four (4) years but less than twelve (12) years, three (3) weeks vacation; and twelve (12) years or more, four (4) weeks vacation.

1. Sodamen, Sodawomen and Fountain Deliver Men shall receive additional vacation in lieu of tips as follows: those entitled to one (1) week vacation shall receive one and one-third ( $1\frac{1}{3}$ ) weeks pay; those entitled to two (2) weeks vacation shall receive two and two-thirds ( $2\frac{2}{3}$ ) weeks pay; those entitled to three (3) weeks vacation shall receive four (4) weeks pay; and those entitled to four (4) weeks vacation shall receive five and one-third ( $5\frac{1}{3}$ ) weeks pay.

2. Waitresses shall receive additional vacation pay in lieu of tips as follows: those entitled to one (1) week vacation shall receive one and one-half ( $1\frac{1}{2}$ ) weeks pay; those entitled to two (2) weeks vacation shall receive three (3) weeks pay; those entitled to three (3) weeks vacation shall receive four and one-half ( $4\frac{1}{2}$ ) weeks pay; and those entitled to four (4) weeks vacation shall receive six (6) weeks pay.

Part-time employees shall be entitled to vacation with pay on the same basis as hereinabove set forth but prorated in the proportion that their work hours bear to the full work week in the category in which employed. D32

In April of each year the Employer and the employees shall by mutual consent work out a vacation schedule for the ensuing vacation period. This schedule shall be posted in the shop no later than April 30th, each year.

B. Absence due to sickness or any other involuntary absence shall not affect an employee's entitlement to full vacation with pay if such absence does not exceed one (1) week in the case of employees with one (1) year's employment; one (1) month in the case of employees with two (2) years employment; two (2) months in the case of employees with three (3) years employment; three (3) months in the case of employees with five (5) years employment; four (4) months in the case of employees with seven (7) years employment; and six (6) months in the case of employees with nine (9) years or more employment.

Any absence in excess of the absence above provided for may be deducted from vacation pay entitlement on a pro-rata basis.

C. Vacation shall be given in the period between May 1st and September 30th of each year. Vacation pay shall be given to the employees at the time of their vacation. Choice of time as to an employee's vacation shall be on the basis of seniority and the mutual consent of the Employer and the employee. However, in scheduling the third and fourth week's vacation for those employees entitled thereto, the Employer may extend the vacation period hereinbefore men-

tioned to, but no later than, the end of the year in which the vacation accrues.

D. Any employee who resigns or who is laid off prior to the vacation period shall be entitled to pro rata vacation pay which shall be paid to such employee at the time of resignation or layoff. Solely for the purpose of computing such pro rata vacation pay under this paragraph, July 15<sup>th</sup> of each year shall be deemed the commencement of the vacation year for all employees who have already received one or more vacations. For those employees who have not for any reason received theretofore a vacation, the date of hiring shall be deemed the commencement of the vacation year. Any employee who resigns shall give his Employer one (1) week's notice to entitle him to pro rata vacation pay.

E. An employee, who has not completed his qualifying period of employment for maximum vacation under the vacation schedule of this agreement and takes his vacation prior to such completion of the qualifying period of employment, shall be paid his earned vacation pay up to the start of his vacation and the balance upon completion of the qualifying period of employment.

F. All regularly scheduled or regularly earned premium pay shall be included in the computation of vacation pay entitlement.

## ARTICLE 10

### **Holidays**

A. Each employee shall be off with full pay on all holidays that the drug store is closed and in no event shall an employee be off with full pay on less than seven (7) holidays; and commencing October 1, 1973 on less than eight

(8) holidays, during each year to be observed at approximately equal intervals during the course of the contract year.

In the month of October of each year, the Employer and the employees shall by mutual consent work out a holiday schedule for the ensuing one-year period. This schedule shall be posted in the shop no later than October 31st of each year.

B. The holidays to which the employee shall be entitled hereunder shall be selected from among the following: Martin Luther King's Birthday (1/15), Lincoln's Birthday, Washington's Birthday, Decoration Day, Independence Day, Labor Day, Election Day, Thanksgiving Day, Christmas Day and New Year's Day. The employees may substitute Election Day for any of the holidays entered above. Choice of holidays from among those listed by an employee shall be on the basis of seniority and the mutual consent of the Employer and the employee. The holiday schedule shall be so arranged that an employee shall receive not less than four (4) of the afore-enumerated holidays with pay within each six (6) month period of each year.

C. Should any of the afore-enumerated holidays to which an employee is entitled, fall on his day off or during his vacation, such employee shall, in addition to his regular pay, be paid for such holiday. Should any employee be called in to work on any holiday to which he is entitled, he shall, in addition to this regular day's pay, be paid for such holiday at the rate of time and one-half his regular rate.

D. Should a store be closed for Rosh Hashonna, Yom Kippur and/or Good Friday, the Employer may substitute these holidays, or any of them, in place of an equivalent number of the holidays hereinabove enumerated. Where a store is not closed for Rosh Hashonna, Yom Kippur and/or

Good Friday, an employee shall have the right to substitute these holidays or any of them in place of an equivalent number of the afore-enumerated holidays.

E. Part-time employee shall be entitled to holidays with pay on the same basis as hereinabove set forth but prorated in the proportion that their work hours bear to the full work week in the category in which employed.

## ARTICLE 11

### **Discharge or Lay-Off**

A. No employee, including part-time employees, shall be discharged or laid off, nor shall the working hours of any employee be reduced, except upon good and sufficient cause and only with the consent of the Union; except, however, that the Employer may summarily discharge an employee for criminal or civil negligence or for dishonesty, which is hereafter referred to as "summary discharge". Should the Employer deem himself aggrieved because of the Union's refusal to consent to any discharge, lay-off, or reduction of working hours, of any employee, or should the Union deem itself aggrieved because of any "summary discharge" as hereinabove set forth, the dispute shall be submitted to arbitration as hereinafter provided. Pending arbitration and rendition of a decision by the Impartial Arbitrator in all cases except where a "summary discharge" is involved, the employee or employees involved shall remain on their jobs. Should the Impartial Arbitrator find against the Employer on such "summary discharge", the employee involved shall be reinstated in his position with full back pay. In all cases except "summary discharge", or discharge or lay-offs under PARAGRAPH B and/or C or ARTICLE ELEVEN, should the Union consent to a discharge, lay-off or reduction of working hours, or should the Impartial Arbitrator sustain

the Employer in any such discharge or lay-off, the employee involved shall be entitled to one (1) week's notice or its monetary equivalent.

B. If the employment of any employee is terminated by lay-off or discharge because of adverse business conditions or because of discontinuance of business or closing or liquidation of the store, such employees shall be entitled to severance pay in accordance with the following length-of-service schedule (including service with the Employer's predecessors):

<i>Length of Service</i>	<i>Severance Pay</i>
More than six (6) months and less than one (1) year	One (1) week's pay
One (1) year or more but less than two (2) years	Two (2) weeks' pay
Two (2) years or more but less than three (3) years	Three (3) weeks' pay
Three (3) years or more	Four (4) weeks' pay

Such severance pay shall be deemed deferred earnings of the employees involved and, further, shall in all legal proceedings be deemed preferred claims.

Should the Union, in any of the situations referred to in the within PARAGRAPH B, refuse to consent to a lay-off or discharge of any employee or employees, the matter shall be submitted to arbitration in the manner hereinafter provided, and, if the Impartial Arbitrator sustains the Employer, the laid-off or discharged employee or employees shall be entitled to severance pay as aforementioned. Such severance pay shall also be paid, of course, to any employee or employees to whose discharge or lay-off the Union consents.

It is specifically understood and agreed that, where an employee's lay-off or discharge is due to the Employer's bonafide closing of his store, the Employer shall have the right in any arbitration proceeding to interpose his financial inability to pay severance pay claims as a defense, which issue shall be determined by the Impartial Arbitrator.

If the employment of any employee is terminated by voluntary or involuntary bankruptcy or as a result of an assignment for the benefit of creditors, there shall accrue to such employee upon termination entitlement to severance pay in accordance with the above length-of-service schedule.

In the event of lay-off or termination of employment, temporary or permanent, due to fire or other like disaster in a store, or because of the removal to a new location or remodeling of the store, the Employer shall pay severance pay to such affected employees in accordance with the above schedule in the following manner: for the first week a full week's pay: for the second and subsequent weeks in an amount equal to a full week's pay minus any amount received by the employee as unemployment insurance or wages on a new job. Such payments shall be made until the total amount of severance pay entitlement has been received by the employee or until he returns to work, whichever occurs sooner.

C. If the Employer, because of the bona fide sale of his drug store or because of taking in a partner, desires to discharge or lay-off any employee, he shall do so only with the consent of the Union. If the Union refuses such consent, the Employer may submit the matter to arbitration as hereinafter provided, if he deems himself aggrieved. Should the arbitrator sustain the Employer in such discharge or



lay-off because of the bona fide sale of his drug store or because of taking in of a partner, the employee involved shall be entitled to the following pay, dependent upon the length of service with the Employer and/or his predecessors:

<i>Length of Service</i>	<i>Severance Pay</i>
Less than one (1) year	One (1) week's pay
One (1) year but less than two (2) years	Three (3) week's pay
Two (2) years but less than three (3) years	Four (4) weeks' pay
Three (3) years but less than eight (8) years	Six (6) weeks' pay

For each additional two (2) years after six (6) years of employment with the Employer and/or his predecessors, the employee involved shall be entitled to an additional one (1) week's severance pay.

In case of sale of store, both Seller and Buyer shall be responsible for severance pay.

D. The rule of seniority shall apply to all discharges or lay-offs under PARAGRAPH B and/or C of ARTICLE ELEVEN within the classification or category in which the employee is employed.

E. Where an employee is discharged or laid off under PARAGRAPH B and/or C of ARTICLE ELEVEN, he shall, in addition to the cash bonus hereinbefore provided, be placed on a preferential list for a period of one year from which vacancies or new positions in his classification or category may be filled by the Employer. Employees on such preferential list shall be rehired in the inverse order of their discharge or lay-off so that the last one discharged

or laid off shall be the first one rehired. An employee so rehired shall be deemed restored to his seniority standing as of the time of his discharge or lay-off and his salary shall be the same as that received by other employees doing the same work at the time of his rehiring but in no event less than the salary received at the time he was discharged or laid off.

## ARTICLE 12

### Anti-Discrimination

The Employers will not discriminate against any employee or prospective employee because of his membership or activities in the Union or because of his race, color, creed, sex, age, national origin, or political belief or affiliation.

## ARTICLE 13

### Seniority

The Employers recognize and will apply the principle of seniority in all matters pertaining to the job. Seniority shall be based upon the total length of employment with the Employer and/or his predecessors. Should a lay-off be consented to by the Union or authorized by the Impartial Arbitrator, the last employee hired shall be the first laid off. Employees laid off shall be placed on a preferential list from which vacancies or new openings shall be filled and in the filling of vacancies or new openings, employees shall be rehired in the inverse order of their lay-offs at a salary which shall not be less than that received by them at the time of such lay-off. An employee's tenure on a preferential list shall terminate, if not rehired, at the end of one (1) year. A lay-off shall not be deemed an interruption of service for the purpose of this agreement.

## ARTICLE 14

### Promotions

Should a promotional opening due to a vacancy or otherwise occur, preference shall be given for such position to the members of the Union in the store on the basis of seniority, provided in the judgment of the Employer, they are qualified to fill such position. The Employer's judgment in respect to an employee's qualifications shall be made without discrimination whatsoever. An employee promoted shall be on a four (4) weeks' probationary period to demonstrate his qualifications, and if not retained therein, shall be restored to his old position.

## ARTICLE 15

### Conscription

The Employers agree to reinstate in his position with all rights and privileges, including cumulative salary increases and seniority status, any employees who shall have volunteered or been drafted into the United States Armed Services immediately upon his leaving such service, provided, however, that such employees shall apply for reinstatement within ninety (90) days of his leaving such service. In such event, the Employer upon reinstatement of such an employee, shall have the right to dismiss without severance pay an employee in the same category having least seniority.

## ARTICLE 16

### Concession

A. Where an Employer is a partnership or a corporation and two or more partners or two or more corporate officers (stockholders), as defined and limited in ARTICLE

EIGHTEEN of this agreement, work in any one of the Employer's drug stores, said Employer hereby agrees that he will not during the term of this agreement grant a concession in such drug store to any person, firm or corporation or permit any person, firm or corporation to operate a concession in such drug store without the written consent of the Union. The Union's refusal to grant its consent shall be conclusive and shall not be subject to arbitration, anything in this agreement to the contrary notwithstanding.

The foregoing provision with respect to the requirement of the Union's consent for the granting of a concession shall not apply in any case where a concession has heretofore been granted and is in existence at the time of the execution of this agreement or in any case where the Employer is an individual proprietor or if a partnership or corporation only one partner or one corporate officer (stockholder) as defined and limited in ARTICLE EIGHTEEN works in the drug store of the Employer, it being understood that where less than two Employers work in any drug store a concession may be granted, without the consent of the Union, provided however, that in no instance, shall the combined number of Employers and/or concessionaires working in any drug store exceed two.

B. Should the Union consent to the Employer's grant of a concession, and in any situation where the grant of a concession by the Employer is not by PARAGRAPH A hereof forbidden, it is specifically understood and agreed that no more than one (1) concessionaire shall work in such concession.

C. It is further agreed that the Employer shall and does

hereby assume full responsibility for the performance of all of the terms and provisions of this agreement by any concessionaire in his store.

D. It is further understood and agreed that if the employees of the Employer have been covered for unemployment insurance benefits under the New York State Unemployment Insurance Law at or before the taking in of a partner or the granting of a concession by the Employer as the case may be, said employees, including the employees working in the concession, shall continue to be covered for unemployment insurance benefits under the New York State Unemployment Insurance Law to the same extent as if no partner was taken in or concession granted; and the Employer further agrees to make the payments to the New York State Unemployment Insurance Fund necessary to continue such coverage for unemployment insurance benefits not only for the employees employed by him or the partnership but also for the employees employed by the concessionaire in the event that the concessionaire fails or refuses to make such payments.

In the event that the Employer and/or the concessionaire shall fail to make the necessary unemployment insurance payments hereinbefore provided for and should an employee who would otherwise be entitled to unemployment insurance benefits lose such benefits by reason thereof, the Employer shall be obligated to make the employee whole for any losses so sustained.

## **ARTICLE 17**

### **Classifications**

A. SCHEDULE A, furnished to the Union by each Employer, sets forth the names of his employees, their classifi-

cations by category of work, their old weekly salary or wage, weekly hours of work, together with the contractual increases each employee shall receive during the life of this agreement. The Union shall have the right hereafter to go to arbitration to correct and rectify any inaccuracies that may appear on SCHEDULE A.

B. Where an Employer employs only one full time or part-time employee and such employee's employment is terminated by resignation or discharge for cause (except when such discharge is due to the bona fide sale of the store where such employee works or the reduction of the working force due to adverse business conditions as hereinbefore provided), the vacancy thereby created shall be filled forthwith in the same category and for at least the same number of hours.

C. During the continuance of this agreement, the classification of the employees or any of them shall not be changed and no employee shall be transferred from one of the said enumerated categories to another without the written consent of the parties hereto, and no employee's salary shall be reduced.

D. Employees who prior to the execution of this agreement had been hired to work in any specific category but who have since been doing work that would bring them into another classification, shall be reclassified and their salaries shall be fixed on the basis of such new classification.

## ARTICLE 18

### **Partnership—Corporation**

A. If the Employer herein is a partnership, all partners must be registered with the State Board of Pharmacy as owners, and in the event that any partner is not registered

with the State Board of Pharmacy as an owner, he shall be deemed an employee under this agreement.

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If the Employer is a corporation, all stockholders working in the establishment shall be registered with the State Board of Pharmacy as such, and in the event he is not so registered, he shall be deemed an employee under this agreement.

B. If the Employer is or shall be a copartnership, no more than two partners shall be permitted to work in the Employer's store or stores without being required to become members of the Union, and if the Employer is or shall be a corporation, no more than two stockholders shall be permitted to work in the Employer's store or stores without being required to become members of the Union.

C. For the purpose of this agreement, a partner shall be deemed to be a person who has an interest of twenty-five (25%) percent or more in the business of the Employer; a stockholder shall be deemed to be a person who owns at least twenty-five (25%) percent of the capital stock of the Employer.

D. The individual contracts signed by members of the Association shall set forth the names and addresses of the individual, partners or officers who have a financial interest in the corporate member, depending on whether it is owned individually, as a copartnership or as a corporation.

## ARTICLE 19

### Membership in the Association

A new member of the Association who has an individual contract with the Union shall, upon joining the Association, be covered and bound by this agreement except that any

more favorable terms and conditions contained in such prior agreement shall be deemed incorporated in and a part of this agreement, with the same force and effect as if set forth herein at length, limited, however, in its application to employees in the employ of the Employer (member of the Association) at the time of his becoming an Association member.

If prior to the date set for the expiration of this agreement, the Association shall for any reason expel an Employer member from its organization, or if such Employer shall resign from the Association, or for any other reason whatsoever cease to be a member of the Association, this agreement shall, at the option of the Union, nevertheless be and continue to remain in full force and effect as between such Employer and the Union, and such Employer shall be and continue to remain personally and individually liable hereunder for and during term hereof, and such liability shall be deemed to have survived the termination of such membership, and shall continue for and during the full term hereof; except, however, that the provisions of ARTICLE TWENTY of this agreement shall thereafter be deemed suspended and of no force and effect; and except, further, that at the option of the Union, such Employer shall thereafter lose his right to the arbitration of complaints, grievances or disputes as provided for in this agreement. And in such case, should a complaint, grievance or dispute arise between the Union and such Employer or between the employees and such Employer, the decision of the Union on such complaint, grievance or dispute shall be final and binding upon such Employer. And further, in such case the employees shall not be obliged to continue with their work in the store until the Employer has fully



complied with the decision of the Union on such complaint, grievance or dispute, anything in this agreement to the contrary notwithstanding.

And it is further agreed that, anything in this agreement to the contrary notwithstanding, the Union may at any time after an Employer ceases to be a member of the Association, terminate this agreement as between itself and such Employer upon giving three (3) days' notice in writing to such Employer that it has elected to terminate this agreement as between itself and such Employer; and this agreement shall thereafter be null and void and of no effect as between the Union and such Employer.

## **ARTICLE 20**

### **No Strike or Lockout**

During the term of this agreement there shall be no lockout, or individual shop lockout by the Association or any Employer, or strike or individual shop strike or shop stoppage by the Union against any Employer for any reason or cause whatsoever so long as this agreement is complied with in respect to submitting complaints, grievances and disputes to arbitration as herein provided and there is compliance with the decisions of the arbitrator as herein provided.

There shall be no lockout, strike or stoppage pending the determination of any complaint, grievance or dispute.

## **MISCELLANEOUS**

### **ARTICLE 21**

All members of the Union now employed by the Employer are to be continued in such employ during the life of this

agreement, subject to the terms and conditions of this agreement.

## ARTICLE 22

The Employers agree that they will not enter into any individual agreements, directly or indirectly, with any of their employees, whereby any of the provisions of this agreement are modified or abrogated, and further, that during the continuance of this agreement, they will not negotiate or enter into any agreement for the employment of pharmacists and/or any and all clerks working in drug stores with any organization, association or corporation claiming to be a labor union representing pharmacists and/or clerks working in drug stores, other than the Union, party to this agreement.

## ARTICLE 23

Any authorized representative of the Union shall be permitted to enter the Employer's place of business during reasonable hours for the collection of dues, the adjustment of disputes and grievances, to communicate with its members and/or to confer with the Employer, provided the same shall not involve the loss of work time; and the Union shall be further permitted, at its option, to appoint one of the employees actually working in the Employer's place of business as a Union representative, for either or all of the afore-mentioned purposes.

## ARTICLE 24

The Employer may discharge a new employee during the trial period of thirty (30) days from the day such new employee has been engaged by the Employer.

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## ARTICLE 25

The Employer agrees to discharge from his employ immediately any one of his employees upon notice from the Union that such employee has ceased to be a member in good standing of the Union by reason of his failure to pay the initiation fee and periodic dues uniformly required as a condition of acquiring or retaining membership. The Employer agrees that the mailing of a registered notice to him at his address herein given shall be deemed sufficient notice under this Article.

## ARTICLE 26

The Union shall have the right to commence an action in behalf of the employees or any of them against the Employer, for the recovery of any money due to an employee or employees for wages or otherwise.

## ARTICLE 27

Any employee who shall accept a full-time salaried position with the Union shall be entitled to a leave of absence and upon termination of his employment with the Union shall be reinstated in his position in the store with all rights and privileges including seniority status. It is specifically understood and agreed that an employee on such leave of absence shall not during such leave of absence be entitled to vacation, holiday or severance pay and that upon the return of such employee, the Employer shall have the right to dismiss without severance pay an employee in the same category having least seniority.

## ARTICLE 28

If the Employer owns or operates more than one store,

he shall not transfer any of his employees from one of his stores to another without first receiving the written consent of the Union thereto.

If a contract with an Employer provides that he may transfer employees from one store to another, it shall automatically be deemed to provide that an employee may request a transfer from one store to another and that such request should be granted by the Employer if practical and possible.

#### ARTICLE 29

The Employer agrees not to employ children under the age of sixteen (16) years at his store or stores.

#### ARTICLE 30

Should a Federal or State Law be enacted directing the Employers to contribute more than 5% of the Employer's monthly gross payroll towards a Health Insurance Plan for the employees of said Employers, the parties will in good faith review the Sickness, Accident and Other Benefits provisions contained in ARTICLE THIRTY-THREE of this agreement.

#### ARTICLE 31

Should any Article in whole or in part, of this agreement, or any clause or provision therein, be adjudged invalid or unenforceable, the same shall not in any way whatever affect the balance of the agreement.

#### ARTICLE 32

All rights, privileges and benefits which have heretofore accrued to and have been enjoyed by the employees, and

which are not inconsistent with the terms of this agreement, shall continue unimpaired and shall accrue to and be enjoyed as heretofore by said employees.

### ARTICLE 33

#### **Local 1199 Benefit Fund**

The parties hereto recognize the necessity of providing for the health and security of the employees covered by this agreement. For that purpose, it is agreed as follows:

The Employer agrees to continue to pay monthly, on or before the tenth day of each month, a sum equal to 7% of the previous month's gross payroll of all his employees, including part-time employees and new employees from the date of hiring, covered by this agreement, to the Local 1199 Benefit Fund, to be used by said Local 1199 Benefit Fund for the purpose of providing said employees with social benefits, i.e., death benefits, accidental death and dismemberment benefits, sickness and accident benefits and hospital benefits as the Trustees of the said Benefit Fund may determine, except that contributions for those part-time employees working thirty (30) hours or more in a week shall not be less than \$5.00 per week for each such employee.

Only for the purpose of computing Disability Benefits, the Employer and the Union agree that the income from tips for those employees who earn tips, shall be valued at Five (\$5.00) Dollars per forty-hour (40) week.

The Employer shall not make any deduction from the wages of employees for or on account of Disability Benefits.

Local 1199 Benefit Fund shall be held and administered under the terms and provisions of the Agreement and Decla-

ration of Trust, and any amendments thereof, which provide for equal representation by the Union and the Employers contributing to said Benefit Fund and that any dispute whatsoever that may arise or deadlock that may develop between or among said Trustees shall be submitted to arbitration before an Arbitrator or Umpire, as provided for in said Agreement and Declaration of Trust, and his decision shall be final and binding.

Together with the periodic payments herein provided, the Employer shall submit regular monthly reports in such form as may be required for the sound and efficient administration of the Plan.

Each Employer agrees to make available to Local 1199 Benefit Fund any and all records of employees hired, classifications of employees, names, social security numbers, and accounts of salaries and/or wages paid, which the said Benefit Fund may require, and permit the said Fund by its designated agent to examine and audit its records, in connection with the sound and efficient operation of said Benefit Fund. The agreement contained in this paragraph is and shall be deemed as of the essence of this contract.

An audit of the Benefit Fund shall be made annually and a statement of the results thereof shall be made available to the contributing Employers.

## ARTICLE 34

### Local 1199 Pension Fund

The parties hereto recognize the necessity of providing for the financial security of the employees covered by this agreement upon their retirement from the industry because of old age. For that purpose it is agreed as follows:

The Employer agrees to continue to pay monthly, on or before the tenth day of each month, a sum of money equal to 5% of the previous month's gross payroll, commencing August 1, 1973 6% and commencing October 1, 1974 7% of all his employees, including part-time employees and new employees from the date of hiring, covered by this agreement, to Local 1199 Pension Fund to be used by said Local 1199 Pension Fund for the purpose of providing said employee with retirement pension benefits, as the Trustees of said Fund may determine.

Local 1199 Pension Fund shall continue to be administered under the Agreement and Declaration of Trust, dated as of December 1, 1950 and any amendments thereof, and under the Pension Fund adopted by the Trustees of said Fund, and any amendments thereof, which Agreement and Declaration of Trust provides for equal representation by the Union and the Employers contributing to said Pension Fund, and that any dispute which may arise or deadlock which may develop between or among said Trustees shall be submitted to arbitration before an Arbitrator or Umpire, as provided for in said Agreement and Declaration of Trust, and his decision shall be final and binding.

Together with the periodic payments herein provided, the Employer shall submit regular monthly reports in such form as may be required for the sound and efficient administration of the Plan.

Each Employer agrees to make available to Local 1199 Pension Fund any and all records of employees hired, classifications of employees, names, social security numbers and accounts of salaries and/or wages paid, and that the said Pension Fund may require, and permit the said Fund by its designated agent to examine and audit its records, in con-

nection with the sound and efficient operation of said Pension Fund, and the agreement contained in this paragraph is and shall be deemed as of the essence of this contract.

An audit of the Pension Fund shall be made annually and a statement of the results thereof shall be made available to the contributing Employers.

## **ARTICLE 35**

### **Enforcement**

It is agreed by the parties that the payment of contributions to the Local 1199 Benefit Fund and to the Local 1199 Pension Fund as required by the collective bargaining contract is a vital part of this agreement and failure to make such payments by an Employer may jeopardize benefits of covered employees.

In view of the fact that the members of the Association covered by this agreement are numerous retail drug stores, the collection of contributions to the Local 1199 Benefit Fund and Local 1199 Pension Fund constitute a serious administrative problem. The Association undertakes the responsibility of cooperating with and assisting the union in seeing to it that these contributions by its members are made as punctually as possible. The Union agrees that it will hereafter notify the Association of the members who are delinquent in the payment of contributions to the Local 1199 Benefit Fund and/or the Local 1199 Pension Fund to afford the Association an opportunity to bring the member into compliance. Should the Association be unable, after such notice, to effectuate compliance and should the delinquency continue despite the Association's efforts, the union may require the employer to deposit a sum of money equal to or approximately three (3) months advance contributions to each of



said Funds to be held by the said Funds as security for the prompt payment of contributions. It is also agreed that should an employer, member of the Association covered by this agreement, cease to be a member of the Association, regardless of reason, he shall be required to deposit a sum of money equal to or approximating three (3) months advanced contributions to each of said Funds to be held by the said Funds as security for the prompt payment of contributions to the said Funds.

A. Any complaint, grievance or dispute between the Union and any Employer or the Association arising from ARTICLE THIRTY-THREE and/or ARTICLE THIRTY-FOUR, and/or ARTICLE THIRTY-FIVE, if unadjusted between the parties, shall be submitted to arbitration before the Arbitrator or Umpire designated in this Article.

B. Failure on the part of any Employer to make the monthly contributions required by the aforementioned Articles shall constitute a violation of this agreement, and the Union shall have the right to avail itself of any or all of the following remedies:

1. Prompt arbitration to reduce any such indebtedness to an Award. In any such Award, the Arbitrator shall include, as and for collection charges, a sum equal to 20% of the amount awarded for Pension and/or Welfare contributions, up to a maximum of \$100.00, but in no case less than \$25.00. In a particular case, the Arbitrator shall have the discretion to impose the full 20%.

2. Should an Employer fail or refuse to comply with an Award of the Arbitrator within ten (10) days from the mailing date of the Award, the Union shall have the right, anything to the contrary herein contained notwithstanding,

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to strike and picket the Employer for enforcement of the Award.

3. Nothing herein contained shall deprive the Union of the right to resort to any other remedies available under existing law, and it is understood that the use of a remedy hereunder shall not exclude the use of any other legal remedy.

C. The Arbitrator hereby designated to arbitrate complaints, grievances and disputes under this Article is Jerome J. Lande, Esq., of New York City. Should the office of Arbitrator become vacant by the resignation of the Arbitrator herein named or otherwise, the said Arbitrator shall appoint his successor. Should the Arbitrator fail to appoint his successor, the New York State Board of Mediation shall be empowered to designate an Arbitrator to arbitrate disputes under this Article.

The Award of the Arbitrator shall be final and binding upon the parties.

It is hereby expressly agreed between the parties hereto that the oath of arbitrator required by the Civil Practice Law and Rules and the Arbitration Laws of the State of New York is hereby waived.

D. The provisions contained in PARAGRAPHS B, C, D and F, G and H of ARTICLE THIRTY-EIGHT of this agreement are hereby incorporated in and made a part of this Article with the same force and effect as if set forth herein at length.

## ARTICLE 36

### Sick Leave and Other Leaves

A. In each contract year each employee having one year or more of employment with the Employer and/or his

predecessors shall, in the event he is kept from work because of sickness or injury be entitled to an aggregate of five (5) days' sick leave with full pay at his regular salary or wages, and commencing October 1, 1973, six (6) days, same to be paid in full to said employee at the end of the week in which such sick leave is taken. c48

B. In each contract year each employee having sixty (60) days or more but less than one (1) year of employment with the Employer or his predecessors shall, in the event he is kept from work because of sickness or injury, be entitled to a pro-rated sick leave, in any event not to exceed five (5) days but comencing October 1, 1973 not to exceed six (6) days with full pay at his regular salary or wages, computed on the basis of one day for each two months of employment. Any such employee who is sick or disabled for a greater period than his accumulated sick leave entitlement, shall be entitled to receive the extra days up to an aggregate maximum of five (5) days but commencing October 1, 1973 six (6) days as and when he completed the requisite period of employment and the Employer shall pay same to said employee periodically at the rate of one day for every two months of employment.

C. Employees with less than sixty (60) days employment at the time of any sickness or injury shall not be entitled to any pay for sick leave resulting from sickness or injury.

D. At the option of the Employer, sick leave shall be cumulative or all unused sick leave shall be paid to employees in lieu thereof at the end of each contract year. If the Employer chooses to make sick leave cumulative, all sick leave entitlement in excess of five (5) consecutive days up to October 1, 1973 or in excess of six (6) consecutive

days after October 1, 1973 of illness shall be paid by the Employer on the basis of one-third ( $\frac{1}{3}$ ) of a day's pay for each day of such consecutive illness and shall be charged against the employee by the Employer on the basis of one-third ( $\frac{1}{3}$ ) day for each such day of illness until the employee's full allowance has been exhausted.

Employees who resign or are laid off or discharged for cause, but not including employee's discharge for dishonesty, shall receive full pay for any earned but unused sick leave. As illustrations, an employee who has worked ten (10) months and has not used any sick leave allowance, shall be entitled to five (5) days accumulated sick leave pay or an employee who has worked three (3) years and has not used any sick leave allowance, shall be entitled to eighteen (18) days accumulated sick leave pay.

The Employer may require proof of illness after three (3) days of consecutive sick leave.

**E. Funeral Leave.** In the case of death in the employee's immediate family (defined as parent, spouse, child, brother or sister) the employee shall be granted leave of absence with pay not to exceed a maximum of three (3) scheduled work days for the purpose of arranging for or attending the funeral. Additional days of leave may be taken by the employee to be applied against the annual unused paid sick leave. C42  
3

**F. Maternity Leave.** An employee who has been employed six (6) months or more who becomes pregnant shall be permitted to work until three (3) months before the expected day of delivery, if her physician certifies that she is able to continue working. Maternity leave shall be granted for a period not to exceed six (6) months. C62  
1

An employee on maternity leave is required to give the Employer at least two (2) weeks written notice of her intention to return to work. Such notice must be given during the period of maternity leave.

**G. Jury Duty.** The Employer shall pay to an employee, who has been employed three (3) months or more the difference to a maximum of ten (10) working days between the jury fees paid to the employee at his regular straight time pay while he is required to be absent from his scheduled work because of jury duty, provided also that he shall request exemption from jury duty if he is entitled to such exemption. Employees on jury duty who are not required to remain in the courthouse on any day shall be obligated to ascertain whether the Employer wishes him to return to his job to perform the balance of his regularly scheduled work day.

**H. Rest Periods for Check-Out Clerks and Cosmeticians.** Commencing as of April 1, 1973 employees shall be entitled to a fifteen (15) minute rest-period for each four (4) hours of work in any shift.

## ARTICLE 37

### The Profession

A. It is hereby acknowledged that the foremost obligation of the profession is to the public. It is therefore essential that Employer and pharmacist join cooperatively in the strict adherence to the ethics and the body of laws and rules pertinent to the profession. Toward this end, proper and current information is required. Consequently, all new technical information, literature, periodicals, and other matter related to the professional conduct of drug store operations should be rightfully and freely available to the pharmacist.

B. The Employer agrees to provide, at his own cost and expense, insurance coverage which a reputable insurance carrier will issue, covering each pharmacist employed, and such insurance shall hold the said pharmacist or pharmacists harmless from liability arising out of such pharmacist's professional duties. Upon request by the Union, the Employer is required to exhibit his policy to a Union representative.

C. It is understood that it is the function of the Supervising Pharmacist to see to it that the rules and regulations governing the practice and operation of pharmacies in the State of New York are strictly observed. The Employer therefore agrees to consult with the Supervising Pharmacist concerning all matters relating to the practice of the profession of pharmacy and to cooperate with the Supervising Pharmacist in complying with all of the requirements required by law.

In the event that a Supervising Pharmacist becomes involved in proceedings before the State Board of Pharmacy, or before any other regulatory governmental agencies or in a court action in connection with an alleged violation of a law or a rule or regulation governing the practice of pharmacy which was not committed by him personally, but chargeable in his capacity as Supervising Pharmacist, the Employer agrees to make him whole for any loss of time or imposition of penalty resulting therefrom, provided that the employee has taken all reasonable and prudent precautions to inform the Employer and the employees of the laws, rules and regulations of the State Board of Pharmacy.

## ARTICLE 38

### Arbitration

A. All complaints, disputes or grievances arising between the Union and the Association, or between the Union and

any of the Employers, or between any of the employees and any of the Employers, involving questions of meaning, interpretation, operation or application of any clause of this Agreement, or any breach or threatened breach of this Agreement, or any acts, conduct or relations of whatsoever nature between any of the employees and any of the Employers, or between the Union and any of the Employers, or between the Union and the Association directly or indirectly, except as specifically otherwise provided in this Agreement shall, if unadjusted, be referred to and submitted promptly to arbitration before an Arbitrator designated by the New York State Board of Mediation, located at Two World Trade Center, New York, New York 10047. The Award of the Arbitrator so designated herein shall be final and binding upon all the parties herein.

B. Any such complaint, dispute or grievance shall be instituted by the Union or the Employer or the Association, as the case may be, and no right of action shall accrue in favor of any individual employees.

C. The parties further agree that the Arbitrator shall fix the time and place for each hearing, and that notice thereof shall be sufficient if sent by ordinary mail at least five (5) days prior to the time fixed for the hearing.

D. The decision of the Arbitrator shall have the effect of a judgment entered upon an Award and shall be enforceable under the Arbitration Law of the State of New York, or otherwise, entitling the entry of judgment in a court of competent jurisdiction against the defaulting party who fails to carry out or abide by the decision.

E. It is expressly agreed between the parties that the oath of the Arbitrator is hereby waived.

F. In the event of default by any of the parties hereto in appearing before the Arbitrator after five (5) days' written notice by ordinary mail, as hereinabove provided, the Arbitrator is hereby authorized and empowered to render an Award upon the testimony of the appearing party.

G. It is specially understood and agreed that any notice, papers, petition or other process necessary or proper on motion to confirm any award or for judgment on any award may be served either personally or by certified or registered mail directed to the last known address of the addressee or his attorney.

H. All awards rendered by the Arbitrator shall be complied with within forty-eight (48) hours.

Should any Employer fail or refuse to submit any complaint, grievance or dispute to arbitration when requested to do so by the Union or shall fail or refuse to comply with the award of the Arbitrator as hereinabove provided, he shall automatically lose all rights and privileges under this Agreement and the Union shall be free to take any action it deems necessary to enforce the rights of the Union, and of the employees against such Employer, including striking and picketing. Should the Union fail or refuse to submit any complaint, grievance or dispute to arbitration when requested to do so by the Association on behalf of an Employer or shall fail or refuse to comply with the award of the Arbitrator as hereinabove provided, such Employer shall be free to take any action which he deems necessary to enforce his rights against the Union and the employees.

I. Any party who shall intentionally or deliberately violate any of the terms or provisions of this Agreement, shall



pay damages for such violation in a sum to be fixed by the Arbitrator; the proceeds of all damages collected hereunder shall be used towards defraying the expense incurred in maintaining the arbitration machinery.

## **ARTICLE 39**

### **Union Decal**

The Union shall supply each establishment covered by this Agreement with an identifying Union decal which the Employer may display during the term of this Agreement. Each Employer shall pay an annual rental fee of Ten Dollars (\$10.00) to the Union for supplying and servicing such Union decal.

The decal shall be the property of the Union and may be removed by it, in which event the Union shall refund the amount of rental fee equal to the proportion of unused time still remaining and not used.

## **ARTICLE 40**

### **Duration**

This agreement shall be in full force and effect and shall be and remain operative and binding upon the parties hereto and their successors and assigns from the 1st day of April, 1973 up to and including the 31st day of September, 1975 and shall survive any change in name, reorganization or incorporation.

It is specifically understood and agreed that should the Union, party to this agreement, which is now affiliated to a national and international labor organization, become dis-affiliated from said national and/or international labor organization at any time during the term of this agree-

ment, or should said Union thereafter become again affiliated with a national and/or international labor organization, then and in any such event or events, this agreement and the terms and provisions thereof shall continue in full force and effect as between the Association, the Employer and the Local Union, parties hereto, as if no such affiliation or disaffiliation, as the case may be, had occurred.

IN WITNESS WHEREOF, the parties hereto have executed and signed this agreement, the ..... day of ....., 1973.

LOCAL 1199, DRUG AND HOSPITAL UNION,  
AFL-CIO

By: .....  
(Title)

EMPLOYER .....

By: .....  
(Title)

Listing of Individuals, Partners, or Officers who have a financial interest in the Employer.

NAME	ADDRESS
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.....	.....
.....	.....
.....	.....
.....	.....




### TRAINEES

EMPLOYEE	Category	Hours	Old Salary	New Salary	PERIODIC INCREASES
					As per minimum schedule
					As per minimum schedule
					As per minimum schedule
					As per minimum schedule

## ASSUMPTION AGREEMENT

Dated: .....

The undersigned Employer, having purchased the drug store covered by the collective bargaining agreement on the ..... day of ....., to which the within Assumption Agreement is annexed, hereby agrees as follows:

1. Assumes and adopts the aforementioned collective bargaining agreement and agrees to abide by and carry out the said agreement in all of its terms and provisions for the balance of the contract term.

2. The undersigned Employer hereby agrees to pay any and all monies that may be due from the predecessor Employer to Local 1199 Benefit Fund under ARTICLE THIRTY-THREE of the aforementioned agreement or of any prior agreement, representing unpaid welfare contributions, and to Local 1199 Pension Fund under ARTICLE THIRTY-FOUR of the aforementioned agreement or of any prior agreement, representing unpaid pension contributions, and any other indebtedness that may be due from said predecessor Employer arising out of the aforementioned agreement hereby assumed by the undersigned Employer.

.....  
Employer

APPROVED and Accepted:  
LOCAL 1199, DRUG AND HOSPITAL  
UNION, AFL-CIO

By .....

## ASSUMPTION AGREEMENT

Dated: .....

The undersigned Employer, having purchased the drug store covered by the collective bargaining agreement on the ..... day of ....., to which the within Assumption Agreement is annexed, hereby agrees as follows:

1. Assumes and adopts the aforementioned collective bargaining agreement and agrees to abide by and carry out the said agreement in all of its terms and provisions for the balance of the contract term.

2. The undersigned Employer hereby agrees to pay any and all monies that may be due from the predecessor Employer to Local 1199 Benefit Fund under ARTICLE THIRTY-THREE of the aforementioned agreement or of any prior agreement, representing unpaid welfare contributions, and to Local 1199 Pension Fund under ARTICLE THIRTY-FOUR of the aforementioned agreement or of any prior agreement, representing unpaid pension contributions, and any other indebtedness that may be due from said predecessor Employer arising out of the aforementioned agreement hereby assumed by the undersigned Employer.

.....  
Employer

APPROVED and Accepted:  
LOCAL 1199, DRUG AND HOSPITAL  
UNION, AFL-CIO

By .....



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